



Experience  
the Power of  
Collaborative  
Thinking

Fixed Indexed  
**ANNUITY**

# FGNY Index- Choice<sup>SM</sup> 10 & YOU

Strong growth potential, with a death benefit

# FGNY Index-Choice 10 helps you:

- **Preserve your savings** with indexed growth potential and no downside market risk
- **Meet expenses** with access for qualifying health conditions and limited partial withdrawals
- **Leave a financial legacy** with a death benefit for peace of mind



*FGNY Index-Choice 10, a flexible premium, deferred, fixed indexed annuity.*

# Who is F&G?

Since 1959, F&G has been the silent, unseen enabler of the hopes and dreams of millions of Americans.

Today, we provide annuities and life insurance for over 700,000 people across the United States.

The people who hold our policies were introduced to us by someone they know - their financial or insurance professional. We collaborate with them to be partners in prosperity with you and the people you care about most.

**Working together we become something greater; we become agents of possibility, agents of empowerment, agents of stability and security in a volatile world.**

We work together, think together, succeed together.  
We collaborate to help you prosper.

# What is an annuity?

**An annuity is a long-term retirement tool that can be a cornerstone of your financial security and success.**

You pay a premium (think of it as your principal) to F&G and F&G provides an annuity contract with unique benefits to you.

An annuity protects and potentially builds your savings, with the option of converting them into scheduled income payments for retirement.

If you're interested in an opportunity to grow your savings based on a market index – without the risk of actually participating in the market – a **FIXED INDEXED ANNUITY** may be a good choice for you.

**This quick reference guide is intended to provide a helpful overview of FGNY Index-Choice 10. It is coupled with the Statement of Understanding (which will be referred to as the SOU) that explains this annuity in detail.** The SOU contains product information that is important and specific to you, to give you an understanding of this annuity. If you decide to complete an application, your financial or insurance professional will ask you to sign an acknowledgement to confirm you've received and read the SOU. In the event of any conflict between this guide and the SOU, the SOU prevails.

Your financial or insurance professional is able to explain the benefits and restrictions that apply in your state.

Read on and learn how FGNY Index-Choice 10 can play an important part in your financial security.



# Is **FGNY Index-Choice 10** a good option for you?

**FGNY Index-Choice 10** protects your savings from market risks while potentially giving you **market-based growth with tax-deferred earnings**. It is a long-term retirement planning product with these important features:

- We give you a bonus based on your initial premium. The bonus is added immediately to your account.
- You can choose from several options for earning interest on your premium: one fixed interest option (with a guaranteed rate) and additional options tied to market indexes.
- Any growth of your savings is tax-deferred (you pay taxes only when you make withdrawals or receive income in the future).
- You'll have full access to your account for unexpected health care costs, namely nursing home care or in the event of terminal illness. This benefit applies to conditions that arise one year or more after the contract begins.
- From day one you have a death benefit for peace of mind.
- You may withdraw your money at any time. Withdrawals in year one, or withdrawals in years 2-10 of over 10% of your vested account value, will incur withdrawal charges.



# GROWTH POTENTIAL

## The initial premium you pay grows with a bonus

**F&G adds a bonus of 2% to the initial premium you pay.**

You may add more premium later, if you like, increasing the amount of premium that may grow over time.

## Your choice for tax-deferred growth

**You choose any combination of these potential interest earning options:**

- A fixed interest option (we set the rate annually; it's guaranteed not to be below 1%)
- Several options tied to the S&P 500® Index

Each of the index options are subject to caps. The index options are linked to a market index, but you are not investing directly in the stock market or any index. We protect you from downside risk, and you are guaranteed not to lose money due to market declines.

At the end of each crediting period, any gains are locked in.





# KEY BENEFITS...

## Access for unexpected health care costs

If you need nursing home care, or in the event of terminal illness, you may access your account value with no surrender charges. The diagnosis of terminal illness, or the beginning of home nursing home care, must occur at least one year after the contract is issued. These are defined conditions.

## Death benefit

Your account value is paid as a lump sum death benefit.

# ...AND PEACE OF MIND

## Ability to Withdraw

You may withdraw your money at any time. We know you may have unexpected opportunities or expenses. You'll have penalty-free access to 10% of the account value in years 2-10. Any other withdrawals will incur surrender charges.

The surrender charge in year 1 is 10% of the withdrawal, and this percentage decreases over 10 years.

## Annuitization

You don't have to worry about outliving your assets – you can turn your annuity into scheduled payments for life on its maturity date.

The maturity date of your FGNY Index-Choice 10 annuity is set when it is issued.

# TAX INFORMATION

This annuity is tax-deferred which means you do not pay taxes on the interest as it's earned, only when you withdraw it

Withdrawals are treated as coming from earnings first and then as a return of your premium.

Tax deferral may not be available if the annuity owner is an entity, such as a business. If you withdraw money before age 59 ½, you may also have to pay a 10% penalty to the IRS on the interest earned.

Please keep in mind that buying an annuity in an IRA or other tax-qualified retirement account offers no additional tax benefit, since the retirement account is already tax-deferred. If your annuity contract is within a tax-qualified plan, you may be required to take minimum distributions beginning at age 70 ½.

You may exchange one tax-deferred annuity for another without paying tax on the earnings when you make the exchange. Before you do, compare the benefits, features and costs of the two annuities. You may pay a surrender charge on the annuity you are exchanging, and you may start a new surrender charge period with the new annuity.

F&G does not offer tax or legal advice. Consult a tax professional regarding your specific situation.



**This document is not a legal contract. For the exact terms and conditions, refer to the annuity contract, which is issued by Fidelity & Guaranty Life Insurance Company of New York, New York, NY.**

Fidelity & Guaranty Life Insurance Company offers a diverse portfolio of fixed and fixed indexed deferred annuities, immediate annuities and optional additional features. Annuities are long-term vehicles to help with retirement income needs. Before purchasing, consider your financial situation and alternatives available to you. Visit us at [fglife.com](http://fglife.com) for more information, and consult a financial or insurance professional who can help you determine the alternatives for your goals and needs.

Form Numbers: NY FPDEIA-10 (09-11) et al.

This product is a deferred, fixed indexed annuity that provides a minimum guaranteed surrender value. You should understand how the minimum guaranteed surrender value is determined before purchasing an annuity contract.

Even though contract values may be affected by external indexes, the annuity is not an investment in the stock market and does not participate in any stock, bond, or equity investments. Indexed interest rates are subject to caps, participation rates, and/or spreads, which may change at the discretion of F&G.

Interest rates are also subject to change.

The provisions, riders and optional additional features of this product have limitations and restrictions, may have additional charges, and are subject to change. Contracts are subject to state availability, and certain restrictions may apply. See the SOU for details.

F&G may change your annuity contract from time to time, to follow federal and state laws and regulations. If this happens, we'll tell you about the changes in writing.

An annuity is a long-term vehicle to help with retirement income needs.

This product is offered on a group or individual basis, subject to state approval. For group contracts, the group certificate and master contract provide the terms and conditions, which are subject to the laws of the issuing state.

Surrender charges may apply to withdrawals. Withdrawals may be taxable and may be subject to penalties prior to age 59 ½. Withdrawals will reduce the available death benefit.

Annuities that offer a premium bonus may have higher fees, longer surrender charge periods, lower interest-crediting rates, lower participation rates, lower cap rates and higher spreads than annuities without premium bonuses.

The "S&P 500 Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJ") and has been licensed for use by Fidelity & Guaranty Life Insurance Company. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). These trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Fidelity & Guaranty Life Insurance Company. These annuity products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500 Index.

**Please contact us at 888.513.8797 or visit us at [fglife.com](http://fglife.com) for more information.**

No bank guarantee.

Not FDIC/NCUA/NCUSIF insured.

May lose value if surrendered early.

## Your annuity values are guaranteed by Fidelity & Guaranty Life Insurance Company, Des Moines, IA.

F&G offers our series of focused life insurance and annuity products through a network of independent marketing organizations (IMOs) and financial or insurance professionals. We pay the IMO, financial or insurance professional, or firm for selling the annuity to you, and factor that into our contract pricing. Their compensation isn't deducted from your premium.

Insurance products are offered through Fidelity & Guaranty Life Insurance Company in every state, other than New York, as well as the District of Columbia and Puerto Rico. In New York,

products are offered through a wholly owned subsidiary, Fidelity & Guaranty Life Insurance Company of New York. Each company is solely responsible for its contractual obligations.

As a legal reserve company, we're required by state regulation to maintain reserves equal to or greater than guaranteed surrender values.

**Ask your financial or insurance professional today about F&G and let's get to work ensuring you have a bright tomorrow.**



**Experience  
the Power of  
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# FGNY Index-Choice 10 – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

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Thank you for your interest in the FGNY Index Choice-10 annuity from Fidelity & Guaranty Life Insurance Company of New York (the “Company”). It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity policy (“policy”) for which you are applying. This document is intended to provide you with a summary of the policy, including benefits and limitations. To the extent the consumer product brochure conflicts with any information in this document, this document controls. To the extent this document conflicts with any provision of the policy, the policy controls. When you receive your policy, read it carefully.

## **What is the FGNY Index Choice-10 annuity?**

FGNY Index Choice-10 is a Flexible Premium Fixed Indexed Deferred Annuity. The policy is primarily intended for customers seeking a long-term retirement savings vehicle. You may deposit premium (the amount of money you pay into the policy) at any time prior to the Annuity Date (the date you must begin receiving annuity payments). Your initial premium (the amount of money you initially pay) must be at least \$10,000 and any additional premium (the amount of money you may add prior to the Annuity Date) must be at least \$2,000 and may not exceed \$1,000,000.

## **When will my annuity be issued?**

Annuities are issued with an effective date of the 1st, 8th, 15th or 22nd of the month. Premiums are held without interest until the next available effective date. Special rules apply if one of these dates falls on a weekend or holiday. If you withdraw money from an indexed interest crediting option on any day other than an interest crediting option anniversary you will not earn indexed interest, if any, on the amount you withdraw.

## **What if I decide I do not want my policy after it is delivered?**

After receipt of the policy, it may be returned within the free look period for an unconditional refund of the premium. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your policy.

## **How much interest will be credited to my policy?**

- **Account Value** / Total Account Value

Your policy has an account value which equals the sum of the fixed interest option and equity index option account values. These options are discussed below. The total account value is the sum of all the option account values.

Each Equity Index Option Account Value equals all premiums allocated thereto, plus any index credits; plus any interest credits for any amount withdrawn between policy anniversaries; plus any additional interest credited; plus account value reallocated from other options; less any amounts previously withdrawn, less surrender charges (explained below) thereon; less account value reallocated to other options.

The Fixed Interest Option Account Value equals all premiums allocated thereto, plus any interest credited; plus any additional interest credited; plus account value reallocated from other options; less any amounts previously withdrawn, less surrender charges (explained below) thereon; less account value reallocated to other options.

The option account values either grow based on the fixed interest option or potentially grow based on the equity index options explained below plus any additional interest credited when your contract is issued. You

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may choose any one or combination of them subject to the policy's reallocation provisions. You may only reallocate values among options once a policy year. Reallocations are effective on the next policy anniversary. For all of the interest options, you must notify us of any reallocation at least 30 days prior to the policy anniversary. After the initial premium, any additional premium will be automatically allocated to the fixed interest option account value.

The option account values are reduced by withdrawals of any type and any surrender charges thereon.

- **Fixed Interest Option**

We will declare an initial fixed interest rate and renewal fixed interest rates that will determine the fixed rate of interest credited to this option. These rates are guaranteed never to be less than the guaranteed minimum effective annual interest rate of 1.00%. The initial fixed interest rate is guaranteed for the first seven policy years only. At the end of the first seven policy years and any subsequent policy year, we will declare a renewal fixed interest rate that will be guaranteed for one policy year only. Interest credits are credited daily.

- **One-Year Annual Point-to-Point With A Cap Equity Index Option (S&P 500 Index)**

Any equity index credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the S&P 500<sup>®</sup> Index for a 1-year index crediting period. The cap rate limits how much of any increase will be used to calculate any equity index credits. The cap rate is declared prior to each index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the index crediting period from the index value at the end of the index crediting period and then divide that value by the index value at the beginning of the index crediting period and then the result is subject to the applicable cap rate. The annual cap rate will never be less than 3.00% for this option. If the index percentage change is zero or negative, the Guaranteed Minimum Effective Annual Interest Rate is added. If the index percentage change limited by the annual cap is positive, this capped percentage is multiplied by the option's account value to determine the equity index credits. The equity index credits pursuant to this option will never be less than zero.

- **One-Year Monthly Point-to-Point With A Cap Equity Index Option (S&P 500 Index)**

Any equity index credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the monthly beginning and ending values of the S&P 500<sup>®</sup> Index during a 1-year index crediting period. We add together 12 months of capped monthly index percentage changes. The monthly cap rate is declared prior to each 1-year index crediting period.

The monthly index percentage change equals the index value of the current monthly anniversary divided by the index value on the prior monthly anniversary; minus one. A positive monthly index percentage change will be limited to a monthly cap rate. A negative monthly index percentage change will not be subject to any floor. The monthly cap rate for this option will never be less than 1.00%.

If the sum of the 12 monthly percentage changes is zero or negative, the Guaranteed Minimum Effective Annual Interest Rate will be added. If the sum of the 12 monthly percentage changes is positive this result will be multiplied by the option's account value to determine the amount of equity index credited. Equity index credits will never be less than zero.

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- **One-Year Monthly Average With A Cap Equity Indexed Option (S&P 500 Index)**

Any equity index credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the average of 12 months of monthly values of the S&P 500<sup>®</sup> Index during a 1-year index crediting period. The index values are captured at one month intervals from the end of the first month of the 1-year index crediting period to the end of the last month of the 1-year index crediting period. The monthly average is the sum of these monthly index values divided by 12. The cap rate is declared prior to each index crediting period.

The index percentage change equals the monthly average minus the index value on the first day of the 1-year index crediting period, divided by the index value on the first day of 1-year index crediting period. If the index percentage change limited by the annual cap rate is positive, that value is multiplied by the option's account value to determine the amount of equity index credited. If that value is zero or negative, the Guaranteed Minimum Effective Annual Interest Rate will be added.

The annual cap rate for this option will never be less than 3.00%. Equity Index credits will never be less than zero.

## **Does my policy have a premium bonus?**

Yes, you will receive a premium bonus (additional interest) of 2% of your initial premium paid that is eligible to earn interest immediately.

## **Do I have access to my policy value before the Annuity Date (the date the policy starts annuity payments)?**

Yes, FGNY Index Choice-10 provides access to the value of your policy in several ways. However, any values accessed during the first ten policy years may also be subject to a surrender charge.

- **Partial Surrender Without Surrender Charges**

Surrender charges will not apply to any penalty free withdrawal amounts, required minimum distributions, or any payments received under the Waiver of Surrender Charges provision of your policy (described below). Withdrawals from your annuity are taxable and may result in a tax penalty for those under the age 59 ½. Please consult with a tax advisor prior to utilizing these provisions.

In the first policy year, all withdrawals will be subject to a surrender charge. After the first policy year, and prior to the end of the tenth policy year, up to 10% of the premiums paid is available without a surrender charge. If you withdraw less than the penalty free withdrawal amount in any policy year, your penalty free withdrawal amount in future policy years will not be increased. No surrender charge will apply after the end of the 10<sup>th</sup> policy year.

Any required minimum distribution under the Internal Revenue Code attributable to your policy is part of and is not in addition to the penalty free withdrawal amount. Please refer to the IRA Disclosure Statement for additional information.

## **Penalty free withdrawal benefits under the Waiver of Surrender Charges**

Surrender charges do not apply when:

If you (as owner) meet all the conditions stated below and you become terminally ill (the owner has an illness or physical condition that results in having a life expectancy of 12 months or less), you may withdraw all or part of your account value without application of a surrender charge. You qualify for this benefit if:

- The Terminal Illness is diagnosed at least 1 year after the policy's date of issue; and

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- Written proof of the Terminal Illness is received at our home office. This proof must include, but is not limited to, certification by a physician who provides medical care to you in connection with your Terminal Illness. We reserve the right to obtain a second medical certification, at our expense, from a physician selected by us.

If you (as owner) meet all the conditions stated below and you become confined to a nursing home you may withdraw all or part of your account value without application of a surrender charge. You qualify for this benefit if:

- Confinement to such nursing home first begins at least 1 year after the policy's date of issue;
- Confinement has continued for at least 60 consecutive days;
- The surrender is made while you are confined; and
- Written proof of confinement is received at our home office.

There is no additional charge for the Waiver of Surrender Charge benefit.

## **What is the death benefit?**

If the owner dies before the Annuity Date, the ownership of the policy passes to the person(s) living on the date of your death in the order as follows:

- Surviving joint Owner, if any;
- Beneficiary
- Contingent beneficiary
- Estate of the last owner to die.

If a spousal continuation does not apply or is not invoked, the policy must be fully surrendered and receive a distribution of the entire proceeds within 5 years of the owners death except that a non-spouse may elect to begin receiving payments with respect to his or her proportionate share within 1 year from the date of the death provided such payments are distributed over the life or a period not to exceed the life expectancy of such person. No surrender charge will be deducted. The surrender value will equal the account value.

A partial equity index credit, if any, will be calculated and credited under applicable equity indexed crediting options as if the date of death was on an index crediting date. After performing such calculation and crediting any applicable equity index credits, all equity index crediting will stop, and the fixed interest option rate will apply until the date of full surrender.

If the spouse of the first owner to die is a surviving owner and designated beneficiary of the policy they may elect to continue the policy. Surrender charges will continue to apply. Additionally, no partial equity index credit calculation will occur.

If the annuitant dies before the Annuity Date, no distribution is required nor will any death benefit be paid unless the deceased annuitant is also an Owner, in which case the above information would apply.

## **What happens on the policy's Annuity Date?**

On the policy's Annuity Date, you will receive the entire value of your policy in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of the payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your financial situation.

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## What if I decide to surrender (cancel) my policy prior to the Annuity Date?

Prior to the Annuity Date, you may decide to surrender your policy. If you elect to do this, the Company will pay you the policy's surrender value. The surrender value is equal to the account value less any applicable surrender charges.

## What is a surrender charge?

A surrender charge is the cost you incur if the policy is surrendered or if any amount withdrawn exceeds the penalty free withdrawal amount during the period the surrender charge schedule is in effect. The surrender charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the penalty free withdrawal amount will be multiplied by the applicable percentages below, which determines the amount of the surrender charge.

## Surrender Charge Schedule

End of Policy Year	1	2	3	4	5	6	7	8	9	10	11
Percentage	10%	10%	10%	9%	8%	7%	6%	5%	4%	2%	0%

## If you surrender the policy before the end of the 10<sup>th</sup> policy year, you may receive less than your premium.

The following chart shows hypothetical surrender charges to demonstrate sample surrender charges for the FGNY Index-Choice 10 product.

Policy Year	Hypothetical Account Value	Penalty Free Withdrawal	Surrender Charge Percentage*	Surrender Charge	Account Value less Surrender Charge	Surrender Value
1	100,000	0	12%	12,000	88,000	88,000
5	104,000	10,000	8%	7,520	96,480	96,480
10	110,000	11,000	3%	2,970	107,030	107,030
20	150,000	150,000	0%	0	150,000	150,000

\*Surrender Charge Percentages are based on a hypothetical Surrender Charge Schedule. Refer to your contract for the surrender charge percentage applicable each policy year.

## Are there any tax consequences if I take withdrawals from my policy?

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender or take a withdrawal from your policy you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the policy's cost basis. Distributions from a qualified annuity (e.g. IRA, 401(k), etc.) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.

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## How is the insurance producer compensated?

The insurance producer earns a commission from the Company for each Policy sold. In addition to the commission paid to the insurance producer, override commissions or compensation will also be paid to agencies and/or independent marketing organizations (IMOs), which assist in the recruiting and training of selling producers. All commission or compensation will be paid by the Company, agency and/or IMO and will not be deducted from the premium paid for the Policy. In addition to such compensation and commissions, the Company, agency and/or IMO may provide education, training or other services including but not limited to meals and entertainment events, as non-cash compensation to the insurance producer. The Company may also provide the same to the agency or IMO. Additionally, if your agent meets certain sales production goals, your agent may qualify to participate in a deferred compensation or retirement saving program as well as receive errors and omission coverage through the Company. With respect to sales of annuity products that are not tax-qualified only, in the event certain sales volumes levels are met, insurance producers will receive additional compensation, as well as non-cash compensation including but not limited to prizes, trips and entertainment events from the Company, agency and/or IMO as a reward for achieving those sales volumes. If an agency or IMO meets certain sales production goals, it may receive additional compensation from the Company. With respect to sales of annuity products that are not tax-qualified only, in the event certain sales volumes levels are met, agencies or IMOs will receive additional non-cash compensation including but not limited to prizes, trips and entertainment events from the Company as a reward for achieving those sales volumes. Commissions and other compensation items impact pricing, including interest rates, cap rates and premium bonuses and may place limitations on access to your funds, such as surrender charges.

## What other important information should I know about my policy?

- The guarantees provided by annuities are subject to the stability and claims paying ability of Fidelity & Guaranty Life Insurance Company of New York and are NOT FDIC insured, are subject to investment risks, including interest-rate risk, and may experience loss of principal.
- If this annuity is being purchased to replace an existing life insurance policy or annuity policy, you should compare the two products carefully. You should consider any surrender charges and/or market value adjustments or recapture charges that may be incurred on the surrender of the existing policy.
- Tax-deferral offers no additional value if the annuity is used to fund a qualified plan, such as an IRA or 401k and may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.
- It is within the Company's sole discretion to set the interest rates and cap rates for this annuity, subject to any minimum or maximum guarantees contained in the policy.
- Withdrawals in excess of the penalty free withdrawal amount may be subject to surrender charges.
- Past performance of a market index is not an indication of future performance.
- The Company's insurance producer may not make any statements that differ from what is stated in this disclosure form or the applicable product brochure. No promises or assurances have been made about the future values of any non-guaranteed elements of the annuity.
- This policy may be returned within the free look period (of no less than 10 days after you receive it) for an unconditional refund if you are dissatisfied with the policy for any reason.

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## TERMS OF YOUR ANNUITY POLICY

- **Guaranteed Minimum Effective Annual Interest Rate:** For the account value, the interest rate is set at issue, guaranteed for until the Annuity Date and is guaranteed never to be less than 1.00%.
- **Surrender Charge:** Your annuity is subject to a surrender charge during the first 10 policy years. A surrender charge is the cost you incur on an amount surrendered or withdrawn that exceeds the penalty free withdrawal amount available under your annuity. The surrender charge is described in your annuity and summarized above under the heading “What if I decide to surrender (cancel) my policy?” The surrender charge is applied at the time of the surrender or withdrawal and is calculated by multiplying the applicable percentage shown in the table in the surrender charge section by the amount withdrawn in excess of the penalty free withdrawal amount.

## Disclosures:

The “S&P 500 Index” is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates (“SPDJI”) and has been licensed for use by Fidelity & Guaranty Life Insurance Company. Standard & Poor’s® and S&P® are registered trademarks of Standard & Poor’s Financial Services LLC, a division of S&P Global (“S&P”); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (“Dow Jones”); These trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Fidelity & Guaranty Life Insurance Company. These Annuity products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500 Index.

## **Applicant Acknowledgement Form Instructions:**

**Please complete both Acknowledgements attached.**

**The entire Statement of Understanding and one copy of the Acknowledgement are to be retained by the Applicant.**

**The second copy of the Acknowledgement is to be sent with the application.**

# FGNY Index-Choice 10 – Statement of Understanding

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## Applicant Acknowledgement

By signing below, I acknowledge that I have read, or have been read this disclosure form and understand its contents. I have also received and reviewed the information contained in the FGNY Index Choice-10 product brochure. I further understand that I have applied for a Flexible Premium Fixed Indexed Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my agent and believe this annuity will assist me in meeting my current financial needs and objectives. I also confirm that I have not been diagnosed with a Terminal Illness.

PLEASE CHECK TO INDICATE one of these 2 statements:

I currently reside in a nursing home facility    or     I currently DO NOT reside in a nursing home facility

Owner/Applicant Name (Please print) \_\_\_\_\_

Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner/Applicant Name (Please print) \_\_\_\_\_

Joint Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

## Producer Confirmation

By signing below, I acknowledge that I have reviewed this disclosure form and the FGNY Index Choice-10 product brochure with the applicant. I certify that a copy of this disclosure form, the FGNY Index Choice-10 product brochure, the Buyer's Guide, as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity. I acknowledge that I have carefully read and have complied with the FGNY Index Choice-10 Product Training and understand the equity index annuity features and limitations.

Producer Name (Please print) \_\_\_\_\_ Producer Number \_\_\_\_\_

Producer Signature \_\_\_\_\_

Business Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

# FGNY Index-Choice 10 – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

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## Applicant Acknowledgement

By signing below, I acknowledge that I have read, or have been read this disclosure form and understand its contents. I have also received and reviewed the information contained in the FGNY Index Choice-10 product brochure. I further understand that I have applied for a Flexible Premium Fixed Indexed Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my agent and believe this annuity will assist me in meeting my current financial needs and objectives. I also confirm that I have not been diagnosed with a Terminal Illness.

PLEASE CHECK TO INDICATE one of these 2 statements:

I currently reside in a nursing home facility    or     I currently DO NOT reside in a nursing home facility

Owner/Applicant Name (Please print) \_\_\_\_\_

Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner/Applicant Name (Please print) \_\_\_\_\_

Joint Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

## Producer Confirmation

By signing below, I acknowledge that I have reviewed this disclosure form and the FGNY Index Choice-10 product brochure with the applicant. I certify that a copy of this disclosure form, the FGNY Index Choice-10 product brochure, the Buyer's Guide, as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity. I acknowledge that I have carefully read and have complied with the FGNY Index Choice-10 Product Training and understand the equity index annuity features and limitations.

Producer Name (Please print) \_\_\_\_\_ Producer Number \_\_\_\_\_

Producer Signature \_\_\_\_\_

Business Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_